
EXHIBIT C

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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF W. KEITH MILNER
BEFORE THE GEORGIA PUBLIC SERVICE COMMISSION
DOCKET NO. 11641-U
MAY 10, 2000

Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
BELLSOUTH TELECOMMUNICATIONS, INC.

A. My name is W. Keith Milner. My business address is 675 West Peachtree
Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection
Services for BellSouth Telecommunications, Inc. (BellSouth). I have
served in my present role since February 1996 and have been involved
with the management of certain issues related to local interconnection,
resale, and unbundling.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My business career spans over 29 years and includes responsibilities in
the areas of network planning, engineering, training, administration, and
operations. I have held positions of responsibility with a local exchange
telephone company, a long distance company, and a research and
development laboratory. I have extensive experience in all phases of
telecommunications network planning, deployment, and operation
(including research and development) in both the domestic and

1 international arenas.

2
3 I graduated from Fayetteville Technical Institute in Fayetteville, North
4 Carolina in 1970 with an Associate of Applied Science in Business
5 Administration degree. I also graduated from Georgia State University in
6 1992 with a Master of Business Administration degree.

7
8 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC
9 SERVICE COMMISSION? IF SO, BRIEFLY DESCRIBE THE SUBJECT
10 OF YOUR TESTIMONY.

11
12 A. I testified before the state Public Service Commissions in Alabama,
13 Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, the
14 Tennessee Regulatory Authority, and the Utilities Commission in North
15 Carolina on the issues of technical capabilities of the switching and
16 facilities network regarding the introduction of new service offerings,
17 expanded calling areas, unbundling, and network interconnection.

18
19 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
20 TODAY?

21
22 A. In my testimony, I will address Issue Number 16 of the Petition for
23 Arbitration filed by BlueStar Networks, Inc. (BlueStar) in this docket.

24
25 **Issue 16: What is the appropriate method for BlueStar to gain access to**

1 **BellSouth's riser cables, allowing BlueStar to provision its digital**
2 **subscriber line access multiplexer (DSLAM)?**

3
4 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

5
6 A. BellSouth and BlueStar should negotiate to reach agreement on rates,
7 terms, and conditions for such access. BellSouth has provided other
8 Competing Local Exchange Carriers (CLECs) with sub-loop elements and
9 has done so in a manner of access that retains network reliability,
10 integrity, and security for both BellSouth's network and the CLEC's
11 network. BellSouth believes that BlueStar should not be allowed to use its
12 DSLAM as the point of interconnection between its network and
13 BellSouth's network nor be allowed to cross-connect directly to
14 BellSouth's Intrabuilding Network Cable (INC) (sometimes referred to as
15 "riser cable") or Network Terminating Wire (NTW) for the reasons I will
16 discuss in this testimony.

17
18 Q. WHAT IS INTRABUILDING NETWORK CABLE (INC) (SOMETIMES
19 REFERRED TO AS "RISER CABLE)?

20
21 A. In multi-story buildings, INC is that part of BellSouth's loop facilities
22 extending from the building's cable entrance (often in the basement or on
23 the first floor) and rising to each floor served by that cable. However,
24 there is also a second transmission facility called Network Terminating
25 Wire (NTW) that connects to the INC, in some cases, and in other cases,

1 directly to the entrance cable. In either case, the NTW terminates at the
2 end-user's Network Interface Device (NID). Consistent with FCC Part 32
3 Uniform System of Accounts (USOA), BellSouth designates the
4 distribution cables used inside customers' buildings and between buildings
5 on the same customer's premises as INC. Thus INC is a part of that sub-
6 loop element referred to as loop distribution and is located on the network
7 side of the demarcation point between BellSouth's other loop facilities and,
8 either directly to or through NTW, the inside wire at an end user
9 customer's premises.
10

11 Q. WHAT IS NETWORK TERMINATING WIRE (NTW)?
12

13 A. NTW is another part of the BellSouth loop facilities referred to as the sub-
14 loop element loop distribution. In multi-story buildings, NTW is connected
15 to the INC and "fans out" the cable pairs to individual customer suites or
16 rooms on a given floor within that building. In other structures such as
17 "garden apartments", there is no INC and, thus, the NTW connects directly
18 to BellSouth's loop distribution facilities. In this sense, NTW is the "last"
19 component of BellSouth's loop on the network side of the demarcation
20 point. NTW is a BellSouth sub-loop UNE offering which can be purchased
21 alone or in combination with INC, depending on the CLEC's network
22 needs.
23

24 Q. PLEASE DESCRIBE THE NETWORK INTERFACE DEVICE (NID)
25

1 A. Simply stated, the NID provides a demarcation point between BellSouth's
2 facilities (that is, the loop) and the customer's facilities (that is, the inside
3 wire). Thus, the NID provides a way to connect the loop to the inside wire
4 and provides a place to test and determine whether a given trouble
5 condition is the result of problems with the inside wire or problems in the
6 service provider's network.

7

8 To summarize, building entrance cables (part of loop distribution) are
9 connected to INC which extends the cable pairs to each floor of the
10 building served by a given entrance cable. The INC pairs are in turn
11 connected to NTW that is in turn connected to the NID. Thus, the NID
12 establishes the demarcation point between BellSouth's network and the
13 inside wire at the end user customer's premises with both NTW and INC
14 being located on BellSouth's side of the demarcation point and, thus,
15 comprising part of BellSouth's network.

16

17 Q. IS EITHER NETWORK TERMINATING WIRE (NTW) OR
18 INTRABUILDING NETWORK CABLE (INC) CLASSIFIED AS INSIDE
19 WIRE?

20

21 A. No. Per Orders in FCC Docket 79-105, wiring which is on the customer's
22 side of the network demarcation point is classified as inside wire. Since
23 neither NTW nor INC is located on the customer's side of the network
24 demarcation point, it is not, by the FCC's definition, "inside wire."
25 BellSouth does not in any way restrict the use of "inside wire", that is,

wiring on the customer's side of the demarcation point. INC and NTW installed throughout a building resides on the network side of the demarcation point(s). As such, INC is classified in accordance with Part 32 of the FCC's Uniform System Of Accounts as "Intrabuilding Network Cable" (INC), the associated capital costs of which are properly charged to regulated account number 2426. Network Terminating Wire is accounted to expense code 68E.

Q. WHAT ARE SUB-LOOP ELEMENTS?

A. Sub-loop elements are the piece parts that make up the entire loop that extends from the BellSouth central office to the demarcation point between BellSouth's network and the inside wire at the end user customer's premises. Neither sub-loop elements, nor the piece parts referred to as NTW and INC are classified as inside wire. Rather, since these are all on the network side of the demarcation point, they are all parts of BellSouth's loop facilities. However, NTW and INC might be thought of as "sub-sub-loop element unbundling" in that NTW and INC are piece parts of the sub-loop element Loop Distribution.

Q. HAS THE FCC DEALT WITH THE ISSUE OF THE LOCATION OF THE DEMARCATION POINT BETWEEN A TELECOMMUNICATIONS SERVICE PROVIDER'S NETWORK AND INSIDE WIRE?

A. Yes, in Part 68 of its rules. Part 68.3(b) deals separately with buildings

1 existing after August 13, 1990, and with buildings existing on or before
2 August 13, 1990. Following is the entire text of Part 68.3(b)(1) which
3 deals with buildings existing as of August 13, 1990:

4 "In multiunit premises existing as of August 13, 1990, the
5 demarcation point shall be determined in accordance with the local
6 carrier's reasonable and non-discriminatory practices. Provided,
7 however, that where there are multiple demarcation points within
8 the multiunit premises, a demarcation point for a customer shall not
9 be further inside the customer's premises than a point twelve
10 inches from where the wiring enters the customer's premises, or as
11 close thereto as practicable."

12
13 Following is the complete text of paragraph 68.3(b)(2) which deals with
14 wiring installed after August 13, 1990:

15
16 "In multiunit premises in which wiring is installed after August 13,
17 1990, including major additions or rearrangements of wiring existing
18 prior to that date, the telephone company may [emphasis added]
19 establish a reasonable and nondiscriminatory practice of placing
20 the demarcation point at the minimum point of entry. If the
21 telephone company does not elect to establish a practice of placing
22 the demarcation point at the minimum point of entry, the multiunit
23 premises owner shall determine the location of the demarcation
24 point or points. The multiunit premises owner shall determine
25 whether there shall be a single demarcation point location for all

1 customers or separate such locations for each customer. Provided,
2 however, that where there are multiple demarcation points within
3 the multi-unit premises, a demarcation point for a customer shall
4 not be further inside the customer's premises than a point 30 cm
5 (12 in) from where the wiring enters the customer's premises, or as
6 close thereto as practicable."
7

8 I note that the words "presumption" or "presumed", or anything similar, do
9 not appear in this part of the FCC's Rules. Thus, the FCC's rules in no
10 way express any presumption of, or preference for, demarcation points
11 located at the MPOE.
12

13 Q. DOES BELLSOUTH HAVE A REASONABLE AND
14 NONDISCRIMINATORY POLICY ON DEMARCATION POINTS
15 BETWEEN BELLSOUTH'S NETWORK AND INSIDE WIRE OWNED OR
16 CONTROLLED BY THE END USER CUSTOMER OR PROPERTY
17 OWNER?
18

19 A. Yes. BellSouth establishes the demarcation point consistent with rules
20 promulgated by the FCC in Docket 88-57. BellSouth has not elected to
21 establish a practice of placing the demarcation point at the MPOE. If,
22 however, the property owner wants BellSouth to establish a single
23 demarcation point to serve the entire building, BellSouth will comply with
24 such a request. If the property owner does not want a single demarcation
25 point, BellSouth provides demarcation points in each tenant's office or

1 suite.

2

3 Q. WHICH PARTY INSTALLS AND MAINTAINS INTRABUILDING
4 NETWORK CABLE?

5

6 A. In the situation we are discussing here, that is, in cases where the
7 property owner has not elected to have a single demarcation point for all
8 tenants in a building in accordance with the FCC's Part 68 rules (that is,
9 has not established the demarcation at the MPOE), BellSouth has
10 installed, operated, and maintained INC solely for use in providing service
11 to its customers, both its end user customers and CLECs to whom
12 BellSouth provides loops or sub-loop elements on an unbundled basis.
13 BellSouth includes INC in its mechanized inventory databases for
14 assignments of pairs for such uses as new service or repair as needed.

15

16 Q. DOES BELL SOUTH PROVIDE INC OR NETWORK TERMINATING
17 WIRE TO CLECs PURSUANT TO INTERCONNECTION AGREEMENTS
18 OR OTHER SUCH AGREEMENTS?

19

20 A. Yes. Other telecommunications service providers, including both CLECs
21 and Shared Tenant Service Providers, recognize BellSouth's ownership of
22 INC and NTW. BellSouth has reached agreement on the use of its INC
23 and NTW with several such companies. BellSouth's proposed manner of
24 access retains network reliability, integrity, and security for both
25 BellSouth's network and the CLEC's network. Regarding access to INC,

1 BellSouth will negotiate with the requesting CLEC to reach agreement on
2 rates, terms, and conditions for such access. In fact, BellSouth recently
3 filed proposed rates for INC with the Georgia Public Service Commission
4 in Docket Nos. 6863-U, 7253-U, and 10692-U.

5
6 Q. WHAT ARE THE FEDERAL COMMUNICATIONS COMMISSION'S (FCC)
7 REQUIREMENTS ON NETWORK SECURITY.

8
9 A. In its First Report and Order (CC Docket No. 96-98, released August 8,
10 1996) at paragraph 198, the FCC included the following statement:

11
12 "Specific, significant, and demonstrable network reliability concerns
13 associated with providing interconnection or access at particular
14 point, however, will be regarded as relevant evidence that
15 interconnection or access at that point is technically infeasible."

16
17 The FCC elaborated further on this point at paragraph 203 of that same
18 order, by stating:

19
20 "We also conclude, however, that legitimate threats to network
21 reliability and security must be considered in evaluating the
22 technical feasibility of interconnection or access to incumbent LEC
23 networks. Negative network reliability effects are necessarily
24 contrary to a finding of technical feasibility. *Each carrier must be*
25 *able to retain responsibility for the management, control, and*

1 *performance of its own network.”* (Emphasis added.)

2
3 Thus, the FCC’s First Report and Order provides clear guidance to find
4 that allowing a CLEC direct access to BellSouth’s INC or NTW as
5 proposed by BlueStar is not technically feasible.
6

7 In fact, one important aspect of the FCC’s definition of “technical
8 feasibility” is the recognition that methods of interconnection or access
9 that adversely affect network reliability are “relevant evidence that
10 interconnection or access at that particular point is technically infeasible.”
11 (First Report and Order, ¶¶ 198, 203) Thus, BlueStar’s proposal must be
12 rejected due to its adverse effect on network reliability and security.
13

14 Q. WHEN YOU EXAMINE BLUESTAR’S PROPOSAL IN LIGHT OF ITS
15 ADVERSE EFFECT ON NETWORK RELIABILITY AND SECURITY,
16 WHAT IMPACT COULD IT HAVE ON END USER CUSTOMERS?
17

18 A. Closer examination of BlueStar’s proposal immediately reveals that
19 BlueStar’s technicians could, intentionally or unintentionally, disrupt the
20 service provided by BellSouth to its end user customers or the end user
21 customers of CLECs using unbundled sub-loop elements acquired from
22 BellSouth. The FCC requires that “each carrier must be able to retain
23 responsibility for the management, control, and performance of its own
24 network.” (First Report and Order, ¶ 203) BlueStar’s proposal strikes at
25 the heart of this provision and, if allowed, would render BellSouth

1 incapable of managing and controlling its network in the provision of
2 service to its end user customers. Clearly, the adoption of BlueStar's
3 proposal could place BellSouth in jeopardy of violating the FCC's rules.
4

5 Q. IS BLUESTAR'S DSLAM AN APPROPRIATE POINT OF
6 INTERCONNECTION?
7

8 A. No. Points of interconnection, wherever they are located, establish where
9 one service provider's network ends (and thus its responsibilities for
10 provisioning, maintenance, and repair) and where another service
11 provider's network begins. BellSouth believes that some mutually
12 accessible device such as an access terminal is a far more appropriate
13 point of interconnection than a DSLAM. I do not believe BlueStar would
14 want BellSouth doing testing and related work on BlueStar's DSLAM
15 equipment to determine whose network needed repair. Such would be the
16 case, however, if BlueStar's DSLAM equipment also served as the point of
17 interconnection between BellSouth's network and BlueStar's network.
18

19 Q. ARE YOU AWARE OF ANY STATE COMMISSION THAT HAS
20 ADDRESSED THE ISSUE OF DIRECT ACCESS TO INC OR SIMILAR
21 CABLE THAT IS SOMETIMES REFERRED TO, GENERICALLY, AS
22 RISER CABLE?
23

24 A. No. However, this Commission and the Florida Public Service
25 Commission have considered this same issue of access in the context of

1 NTW in the arbitration proceedings between BellSouth and MediaOne in
2 Docket Nos. 10418-U and 990149-TP, respectively.

3

4 Q. IS THE USE OF NETWORK TERMINATING WIRE IN MULTIPLE
5 RESIDENTIAL DWELLING UNITS SIMILAR TO THE USE OF INC
6 AND NTW IN MULTI-STORY BUILDINGS?

7

8 A. Yes. In my view, the serving principles and technology are
9 essentially the same.

10

11 Q. WHAT DID MEDIAONE WANT IN THE NTW DOCKETS DISCUSSED
12 ABOVE?

13

14 A. MediaOne wanted direct access to BellSouth's terminals at which
15 BellSouth terminates its NTW for multiple residential dwelling units without
16 the involvement of a BellSouth technician.

17

18 Q. WHAT WAS BELL SOUTH'S PROPOSAL AS PRESENTED IN THE
19 MEDIAONE DOCKETS?

20

21 A. I proposed the following in my direct testimony:

22

23 "BellSouth offers a reasonable method of access to the NTW
24 in BellSouth's garden terminal. Using BellSouth's proposed
25 method, the CLEC installs its own terminal in proximity to the

1 BellSouth garden terminal. BellSouth installs an access
2 terminal that contains a cross-connect panel on which
3 BellSouth will extend the CLEC requested NTW pairs from
4 the garden terminal. The CLEC will then extend a tie cable
5 from their terminal and connect to the pairs they have
6 requested. The CLEC would then install its own Network
7 Interface Device (NID) within the end-user apartment and
8 connect the CLEC requested pair(s) to this NID. This
9 manner of access retains network reliability, integrity, and
10 security for both BellSouth's network and the CLEC's
11 network."

12
13 Q. WHAT WAS THIS COMMISSION'S RULING IN THE MEDIAONE
14 DOCKET?

15
16 This Commission found that MediaOne should gain access to BellSouth's
17 facilities through the use of an access terminal but that at the time of
18 providing service to a particular end user customer no BellSouth
19 technician need be involved in the process. In its Order at page 10, the
20 Commission stated:

21
22 As stated in the prior section, to the extent there is not currently a
23 single point of interconnection that can be feasibly accessed by
24 MediaOne, consistent with the FCC's Third Report and Order,
25 BellSouth must construct a single point of interconnection that will

1 be fully accessible and suitable for use by multiple carriers. Such
2 single points of interconnection shall be constructed consistent with
3 MediaOne's proposal such that MediaOne shall provide its own
4 cross connect (CSX) facility in the wiring closet to connect from the
5 building back to its network. MediaOne would then be able to
6 connect its customers within the MDU [that is, the Multiple Dwelling
7 Unit] by means of an "access CSX".
8

9 Q. WHAT IS YOUR UNDERSTANDING OF THE GEORGIA COMMISSION'S
10 ORDER?
11

12 A. BellSouth will construct an "access CSX" to which it will terminate all of the
13 NTW pairs. MediaOne, and any other interested CLEC, will then have
14 access to any NTW pair on the access CSX that is not being used by
15 BellSouth or another CLEC, pursuant to the terms of the parties'
16 interconnection agreement. What the Georgia Commission did not allow
17 was for BellSouth to require the use of its technicians to perform the
18 cross-connects between the parties' networks on a pair by pair basis.
19

20 Q. WHAT WAS THE FLORIDA COMMISSION'S RULING IN ITS
21 MEDIAONE DOCKET?
22

23 A. The Florida Commission denied MediaOne's request for direct access to
24 NTW and required an access terminal to be placed between BellSouth's
25 network and MediaOne's network. The access terminal gives MediaOne

1 the access to NTW it desires without reducing network reliability and
2 security. The Florida Commission determined that MediaOne and others
3 could gain access to unbundled NTW without reducing network security
4 and reliability by adopting BellSouth's proposed form of access. A portion
5 of that Order beginning on page 17 follows:

6
7 The record does not contain evidence of any case which would
8 support a proposal where one party is seeking to use its own
9 personnel to, in effect, modify the configuration of another party's
10 network without the owning party being present. We find that
11 MediaOne's proposal to physically separate BellSouth's NTW
12 cross-connect facility from BellSouth's outside distribution cross-
13 connect facilities is an unrealistic approach for meeting its
14 objectives. Therefore, BellSouth is perfectly within its rights to not
15 allow MediaOne technicians to modify BellSouth's network.

16
17 ...Based on the evidence presented at the hearing, we believe that
18 it is in the best interests of the parties that the physical
19 interconnection of MediaOne's network be achieved as proposed
20 by BellSouth.

21
22 DID THE FLORIDA MEDIAONE AND THE GEORGIA MEDIAONE
23 ORDER REACH THE SAME CONCLUSION WITH REGARD TO THE
24 METHOD OF ACCESS TO NTW?

1 A. Yes. It is BellSouth's understanding that both orders require the use of an
2 access terminal to separate BellSouth's network from the networks of
3 CLECs. BellSouth believes that the use of access terminals as ordered by
4 this Commission and the Florida Commission gives CLECs the requisite
5 access to unbundled sub-loop elements while still maintaining adequate
6 network reliability and security.
7

8 Q. WERE THERE ANY DIFFERENCES BETWEEN THE FLORIDA
9 MEDIAONE ORDER AND THE GEORGIA MEDIAONE ORDER?
10

11 A. Yes. In the Florida order, only BellSouth is permitted to install the cross-
12 connects from BellSouth's network to the access terminal. In the Georgia
13 order, MediaOne (or other CLEC), may install the cross-connects from
14 MediaOne's network to the access terminal and may also disconnect a
15 non-working BellSouth jumper at the access terminal if MediaOne wins the
16 business of the end user customer.
17

18 Q. DO YOU BELIEVE THE GEORGIA COMMISSION SHOULD REACH THE
19 SAME CONCLUSION REGARDING THE METHOD OF ACCESS TO INC
20 AS IT DID FOR NTW?
21

22 A. Yes, but only in part. BellSouth believes that the use of an access
23 terminal to which the networks of BellSouth and the CLECs are both
24 connected is an appropriate method of providing access to the sub-loop
25 element INC.

1

2 Q. DO YOU BELIEVE THE GEORGIA COMMISSION SHOULD REACH THE
3 SAME CONCLUSION REGARDING THE INSTALLATION OF THE
4 CROSS-CONNECTS FROM BELL SOUTH'S NETWORK TO THE
5 ACCESS TERMINAL FOR INC AS IT DID FOR NTW?

6

7 A. No. In a simple residential garden apartment situation, bridging the
8 working BellSouth lines over to the access terminal could, in fact, disturb
9 working customers' services, but, it is hoped, with minimal adverse impact.
10 However, in a commercial high rise building involving business customers
11 with high speed digital data services operating 24 hours per day, any
12 disturbance of a working circuit, such as would occur when attempting to
13 fully duplicate all INC and NTW pairs, would cause irreparable harm to
14 existing services and subject BellSouth to lawsuits and out-of-service
15 claims. Furthermore, such interruptions could and would be considered by
16 some customers as a serious breach of security.

17

18 Q. WHAT IS BELL SOUTH'S PROPOSAL FOR PROVIDING ACCESS TO
19 INC AND/OR NTW IN COMMERCIAL ENVIRONMENTS?

20

21 A. In a commercial environment, BellSouth will provide access to spare INC
22 and/or NTW pairs as requested by the CLEC by terminating such pairs on
23 separate connecting blocks serving as an access terminal for easy access
24 by the CLEC. It is impractical and uneconomic for BellSouth to "bridge" all
25 INC and NTW pairs in such situations. BellSouth's proposal avoid

1 unnecessary work on pairs for which CLECs are not requesting access,
2 thus avoiding potential harm to the network and those existing customers'
3 services. However, the CLECs' needs will be met because they will have
4 access to INC and/or NTW pairs as needed.

5
6 Q. WHAT IS THE DIFFERENCE IN RECORD KEEPING FOR INC AND
7 NTW AND WHY IS THIS DIFFERENCE IMPORTANT?

8
9 A. There are significantly increased risks to customer service because of the
10 differences in the record keeping requirements between NTW and INC.
11 The crucial difference between INC and NTW is that NTW records are not
12 inventoried in mechanized systems while INC records are maintained in
13 mechanized systems. These mechanized systems are usually not
14 accessible by BellSouth's field technicians. NTW records consist
15 generally as paper tags on each pair of wires that are present at the NTW
16 terminal. A technician can determine the use to which a particular circuit
17 is being put while on-site either via the tag or by electrically testing the
18 NTW. Such intrusive testing is the cause of previously mentioned
19 disturbance of the line. Such intrusive testing cannot be done without
20 interrupting existing line transmissions.

21
22 By contrast, INC records are mechanized records not available at the
23 access terminal. As inventoried records, individual assignments of INC
24 pairs are made as orders for service are processed. Should particular INC
25 pairs become unusable, a notation is made in the records system so that

1 the pairs are not assigned as the need for additional pairs arise. Thus, a
2 field technician has no way of using particular INC pairs without risking
3 disruption of service to existing end user customers. Using a test set to
4 determine whether the cable pair is in use would disrupt an in-progress
5 transmission. Utilizing INC pairs at random will result in taking an existing
6 end user customer out of service, or in having the new end user
7 customer's service be inoperable because of a faulty INC pair. Should a
8 technician by chance choose a spare INC cable pair and successfully
9 install the end user customer's service, there is no means of protecting
10 that service from potential disruptions resulting from the next technician
11 entering that work area, no matter whether that technician is employed by
12 BellSouth, BlueStar, or another CLEC. As subsequent technicians enter
13 the work scene, the existing cable pair INC records would progressively
14 deteriorate, creating an immediate and significant service problem that
15 would be extremely costly and difficult to correct.

16
17 Q. WHAT MEANS OF ACHIEVING A PROPERLY MAINTAINED ACCESS
18 TERMINAL SHOULD BE ADOPTED BY THE GEORGIA COMMISSION?

19
20 A. BellSouth believes the appropriate method is to require BellSouth to
21 construct an access terminal for spare INC pairs as may be requested by
22 a CLEC, specifically the number of pairs needed and the floors at which
23 the pairs are needed. BlueStar (and other CLECs) would interconnect
24 their network to these individually constructed access terminals. Such a
25 methodology would permit CLECs appropriate access to end user

1 customers while providing both companies the ability to maintain
2 appropriate records on an on-going basis.

3
4 Q. HAVE YOU PREPARED AN EXHIBIT WHICH ILLUSTRATES
5 BELLSOUTH'S PROPOSAL IN THIS DOCKET?

6
7 A. Yes. Exhibit WKM-1 contains three (3) pages that I hope aid in
8 understanding this issue. BellSouth provides CLECs with access to
9 BellSouth's facilities via the access terminal which is cross-connected by
10 tie cable pairs with the terminals of both BellSouth and the CLEC thus
11 allowing an CLEC access while preserving network reliability and security.
12 Page 1 shows a typical serving arrangement in multi-story buildings for
13 which BellSouth is the sole provider of telephone service. Page 2 shows
14 BellSouth's proposed form of access for BlueStar and any other CLEC. It
15 utilizes an access terminal that is cross-connected by tie cable with the
16 terminals of both BellSouth and BlueStar. Page 3 shows BellSouth's
17 understanding of BlueStar's proposed form of access. It shows that both
18 BellSouth and BlueStar's loop facilities would be terminated in the same
19 terminal, thereby giving BlueStar direct access to all the INC pairs
20 including those used by BellSouth's end user customers and other CLECs'
21 end user customers in cases where the CLEC provides service in part via
22 unbundled sub-loop elements acquired from BellSouth.

23
24 Q. IS THE METHODOLOGY PROPOSED BY BELLSOUTH APPROPRIATE
25 FOR PROVIDING BLUESTAR'S ACCESS TO BELLSOUTH'S INC

1 WHILE ALSO ALLOWING BLUESTAR TO PROVISION ITS OWN
2 DSLAM?

3

4 A. Yes. BlueStar would provision its DSLAM on its side of the access
5 terminal thereby removing the DSLAM as a matter of concern to
6 BellSouth.

7

8 Q. DOES BELL SOUTH'S PROPOSAL ADEQUATELY ADDRESS
9 NETWORK RELIABILITY AND SECURITY CONCERNS?

10

11 A. Yes. The access terminal provides a technically feasible method of
12 separating BellSouth's network and BlueStar's network in a manner that
13 permits each company complete control of and responsibility for the
14 maintenance and repair of its facilities.

15

16 Q. IS IT POSSIBLE FOR SERVICE PROVIDERS SUCH AS BLUESTAR TO
17 SELF PROVISION ITS OWN INC AND NETWORK TERMINATING
18 WIRE?

19

20 A Yes. There are many cases where INC capacity must be augmented to
21 allow growth of customer lines. Such augmentation of capacity is routine.
22 The floor penetrations rising between floors are often shared by the
23 service providers in a given building. Most importantly, BellSouth is not
24 opposed to providing its INC to BlueStar or any CLEC on an unbundled
25 basis. BellSouth's concern is with the manner in which that access is

1 achieved.

2

3 Q. WHAT ISSUES ARE ROUTINELY CONFRONTED IN THE
4 AUGMENTATION OF INC AND NETWORK TERMINATING WIRE
5 CAPACITY?

6

7 A BellSouth, itself, is faced with the issue of reinforcing INC on a daily basis,
8 as are other CLECs who provide their own equivalents to BellSouth's
9 Intrabuilding Network Cable. In most cases, there are spare pathways
10 and spaces that can be used, subject to approval by the building owner. A
11 key activity is to review building infrastructure and obtain the owner's
12 permission to use such prior to making a commitment to provide service to
13 tenants/end users. In cases where additional through-floor penetrations
14 are required and the building owner refuses to allow such work to be
15 performed, any carrier, including BellSouth, would have to consider the
16 option of leasing spare facilities from another carrier. Where spare cable
17 pairs are available, BellSouth offers Intrabuilding Network Cable as a
18 UNE. In summary, BlueStar is free in many cases to provide its own INC,
19 to lease INC from another CLEC, or to lease it from BellSouth.

20

21 Q. WHAT IS YOUR UNDERSTANDING OF BLUESTAR'S PROPOSED
22 METHOD OF ACCESS TO BELL SOUTH'S INC CABLE?

23

24 A. BellSouth's understanding of BlueStar's proposed form of access is shown
25 on Page 3 of my Exhibit WKM-1, which is attached to this testimony. It

1 shows that both BellSouth and BlueStar's loop facilities would be
2 terminated in the same terminal, thereby giving BlueStar direct access to
3 all the INC pairs, including those used by BellSouth's end user customers
4 and other CLECs' end user customers in cases where the CLEC provides
5 service in part via unbundled loops or sub-loop elements acquired from
6 BellSouth.

7
8 Q. WHAT IS THE PROBLEM WITH BLUESTAR'S PROPOSAL?

9
10 A. BlueStar's proposal needlessly increases the risk of customer service
11 interruptions, both to BellSouth's retail customers as well as to other
12 CLECs' customers. Service providers other than BellSouth have also
13 installed INC in particular buildings and BlueStar's use of those facilities
14 without notice or consent could likewise result in service outages for the
15 other service provider's customers. Closer examination of BlueStar's
16 proposal immediately reveals that BlueStar's technicians could,
17 intentionally or unintentionally, disrupt the service provided by BellSouth to
18 its end user customers or the end user customers of CLECs using
19 unbundled loops or sub-loop elements acquired from BellSouth. The FCC
20 requires that "each carrier must be able to retain responsibility for the
21 management, control, and performance of its own network." (First Report
22 and Order 96-325, ¶ 203) BlueStar's proposal, if allowed, would render
23 BellSouth incapable of managing and controlling its network in the
24 provision of service to its end user customers. How BlueStar believes
25 accurate records of INC inventory (that is, INC pairs in use, spare, or

1 defective) might be maintained is a mystery. Further, BellSouth (and any
2 other provider of INC) would be at BlueStar's mercy to inform the owner of
3 the INC as to when, where, and how BlueStar used its property. In the
4 day-to-day provisioning of services, it is unrealistic to assume that
5 technicians will routinely "call in" to report a pair used. BellSouth's INC
6 pair assignment mechanized records process avoids this problem.
7

8 Q. WHAT FUNCTION OR PURPOSE IS SERVED BY THE ACCESS
9 TERMINAL IN THE ARRANGEMENT PROPOSED BY BELL SOUTH?
10

11 A. The access terminal provides an obvious, unambiguous means of
12 providing unbundled access to BellSouth's INC cable without degrading
13 network security and service reliability. Installation of the access terminal
14 costs time and material and BellSouth is entitled to recover both from the
15 cost causer, in this case, BlueStar.
16

17 Q. WHAT SERVICE RISK ENSUES FROM A SERVICE PROVIDER
18 HAVING DIRECT ACCESS TO BELL SOUTH'S INC OR NTW AND
19 USING SUCH WITHOUT BELL SOUTH'S KNOWLEDGE OR
20 PERMISSION?
21

22 A. Such actions would put at risk not only the service to BellSouth's own
23 retail customers but also the customers of CLEC's lawfully using INC
24 cable acquired from BellSouth. Likewise, such behavior would also put at
25 risk the service to the customers of any other service provider which has

1 provisioned its own INC and which was similarly used without the owner's
2 knowledge or permission.

3
4 Q. IF BLUESTAR WERE TO AGREE TO BELL SOUTH'S PROPOSED
5 FORM OF ACCESS TO INC AND NTW, MUST A BELL SOUTH
6 TECHNICIAN BE DISPATCHED TO THE CUSTOMER'S PREMISES
7 EACH AND EVERY TIME BLUESTAR ACQUIRES A CUSTOMER AND
8 WANTS TO PROVIDE SERVICE TO THAT CUSTOMER IN PART USING
9 BELL SOUTH'S INC AND NTW?

10
11 A. No. BlueStar may request and BellSouth will provide INC cable pairs on
12 a pre-wired basis such that the these pairs are already available to
13 BlueStar at the time it chooses to provide service to its customer without
14 having to wait for BellSouth to complete any required cross connections.
15 Thus, BellSouth's work (both for installing the access terminal and for
16 extending any INC cables to the access terminal for BlueStar's
17 subsequent use) may be done well in advance of any actual service
18 provisioning to a given end user customer. While pre-wiring does require
19 BlueStar to begin paying the monthly lease fees immediately, this is a
20 business decision that is entirely at BlueStar's option. BlueStar does not
21 have to wait for BellSouth to complete a cross connection or for any other
22 provisioning activity if BlueStar has previously requested and BellSouth
23 has provided pre-wired connections to the INC and network terminating
24 wire.

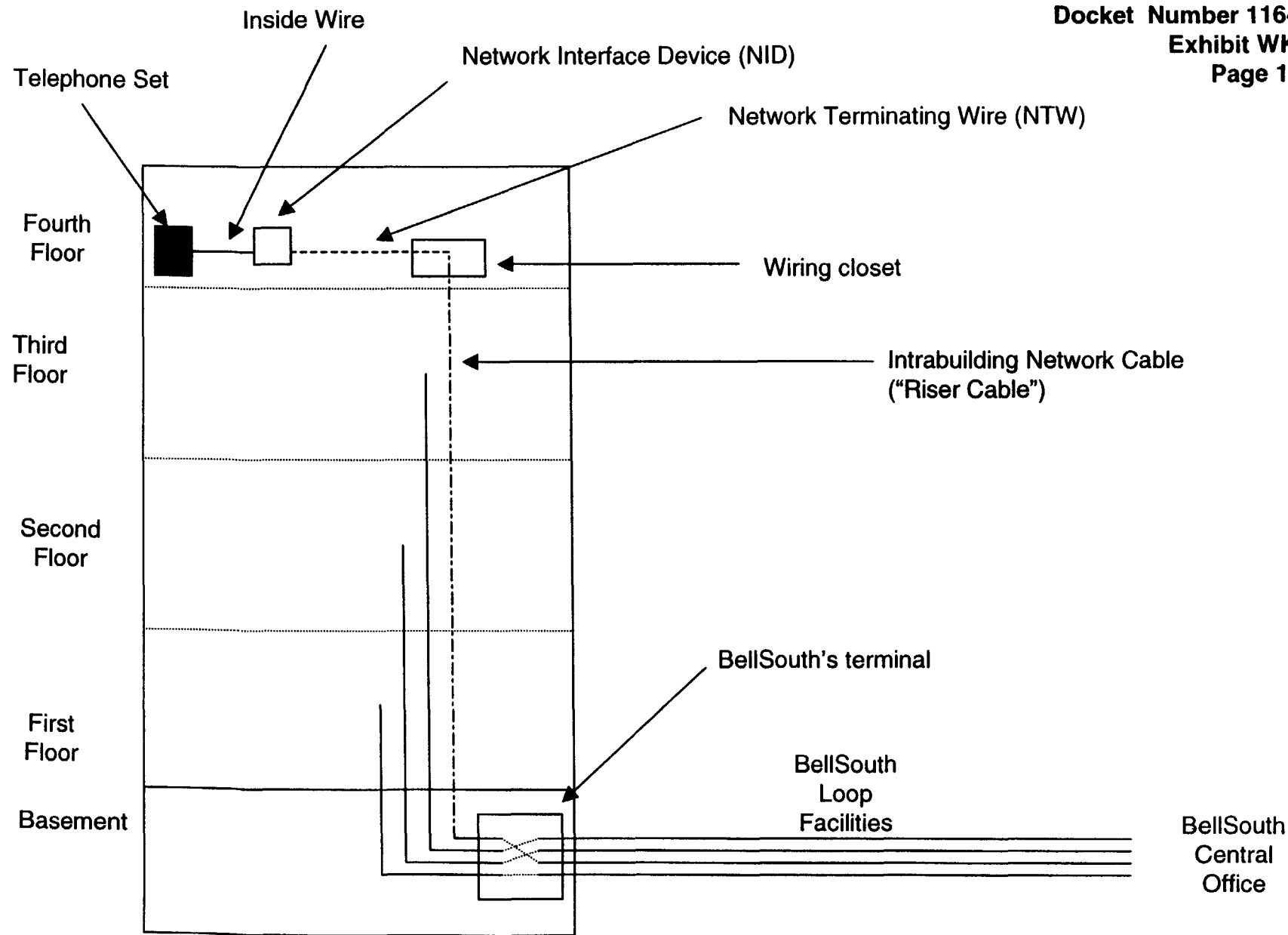
1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2

3 A. Yes.

Typical existing serving arrangement

BellSouth Telecommunications, Inc.
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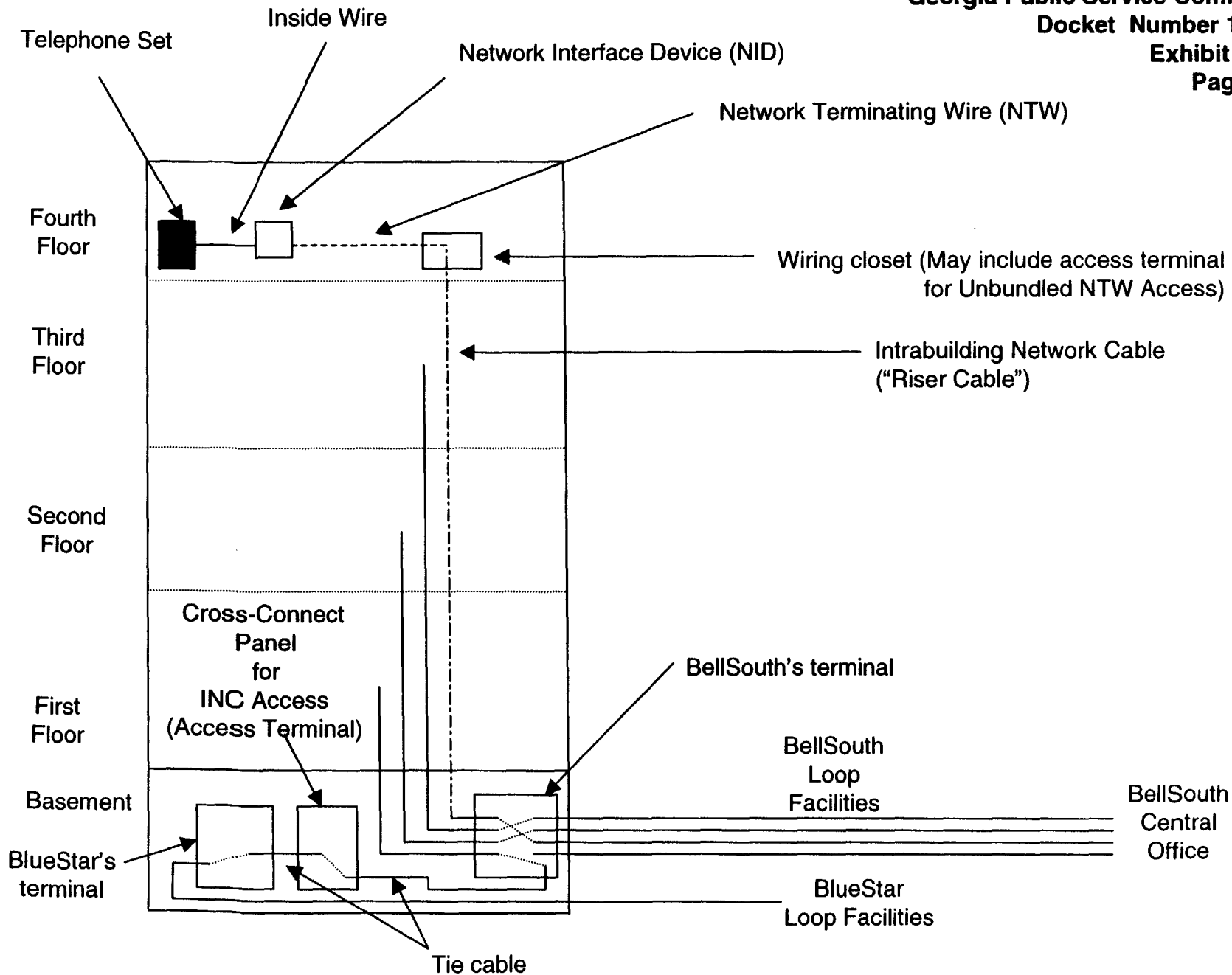
BellSouth's proposed form of access

BellSouth Telecommunications, Inc.
Georgia Public Service Commission

Docket Number 11641-U

Exhibit WKM-1

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**BellSouth's understanding of BlueStar's
proposed form of access**

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